STATE OF COLORADO
HEALTH CARE ORGANIZATION MEMORANDUM OF UNDERSTANDING

This statewide Memorandum of Understanding (MOU) is made and entered into as of this date by and between health care organizations within the State of Colorado

ARTICLE I: Introduction

1.1 Introduction

Certain events in the State of Colorado, either regionally or statewide, may produce a significant number of patients requiring emergency medical care, including the possibility of patients with specialized medical requirements (e.g., hazmat, trauma surgery, etc.). Such events may include, but are not limited to, facility disruption, catastrophic accidents, pandemics, terrorist attacks, or severe natural disasters such as an earthquake or tornado. For purposes of this MOU, these medical disasters or critical incidents will be defined as events that exceed the effective response capacity of an individual health care organization. During these events, health care organizations will depend on pre-event cooperative working agreements and planning initiatives to assist with response and recovery. The specific manner of cooperation required may not be known until the time of an event but may include:

- Personnel and staff sharing
- Equipment, supplies, and pharmaceutical sharing
- Evacuation of patients to other facilities
- Communication within the health care community
- Cooperation in planning for general community response and support

1.2 Purpose

The purpose of this statewide MOU is to establish a coordinated system through which health care organizations throughout Colorado may provide support to each other, as necessary, to respond to emergency medical care needs during an event. The appendices accompanying the MOU, and their references within the MOU, are included as suggested tools or references.

Local and state agencies are tasked with implementing and overseeing emergency response pertaining to public health emergency events. These agencies rely heavily on the cooperation of local partners, such as health care organizations, to work together to meet the needs generated by an event. Emergency medical support can come from local emergency management agencies, local public health departments, health care coalitions, municipal governments and/or state emergency management or department of health agencies and may also involve the Federal Emergency Management Agency (FEMA). Having agreements in place prior to an event regarding how resources may be shared can result in a better, more organized, and faster response.

Health care organization providers and health care organization administrators have recognized the importance of formalizing this MOU to:

- Ensure that underlying principles are stated and agreed upon
- Ensure that the agreement will continue even if personnel or institutional processes change
- Provide documentation for accreditation agencies, standards organizations, and the community at-large regarding the health care organization community's high level of commitment regarding emergency preparedness

This MOU is a voluntary agreement among Colorado health care organizations to provide assistance at the time of an event (internal or external) that overwhelms the capability of a health care organization to respond. However, when an Assisting Health Care Organization (defined in Section 1.3 below) commits resources, verbally or in writing, to an Affected Health Care Organization (defined in Section 1.3 below) pursuant to this MOU, it is the intent of the parties that the MOU is binding and enforceable, especially certain terms and conditions concerning payments by an Affected Health Care Organization to an Assisting Health Care Organization. Specifically, this MOU:

- Is intended to augment, not replace, each health care organization's Emergency Operations Plan (EOP);
- Focuses on coordinating activities between and among participating Colorado health care organizations; and
- Is a framework for Participating Health Care Organizations to coordinate with relevant local emergency management agencies, local public health departments, municipal governments, and state emergency management and health agencies.

Generally, this MOU does not replace, but rather supplements, the policies and procedures governing interaction between Participating Health Care Organizations with external organizations during an event, such as law enforcement agencies, local emergency medical services, local public health departments, fire departments, and other non-governmental organizations.

Nothing in this MOU shall be construed as limiting the rights of the Participating Health Care Organizations to affiliate or contract with any other entity operating a health care organization or health care facility on either a limited or general basis while this MOU is in effect. The MOU is not intended to establish a preferred status for patients of any Affected Health Care Organizations. This agreement is intended, through joint cooperation between all entities listed, to best service the citizens of Colorado during an event (defined in Section 1.3 below).

1.3 Definitions

Affected Health Care Organization – an organization that has initiated a request through this MOU to receive personnel, pharmaceuticals, supplies, or equipment from another Participating Health Care Organization or to evacuate patients to another Participating Health Care Organization during an internal or external event.

Assisting Health Care Organization – an organization that considers requests and provides personnel, pharmaceuticals, supplies, or equipment to another Participating Health Care Organization or accepts patients from another Participating Health Care Organization.

Assisting Personnel – personnel sent by an Assisting Health Care Organization to an Affected Healthcare Organization upon request.

Emergency Declaration – the official declaration by an authorized government official of a state of emergency in the jurisdiction in which one or more parties is located.

Emergency Operations Plan (EOP) – the health care organization's operating plans, guidelines, procedures, checklists, and other pre-planned strategies for responding to emergency events that could affect the institution. The EOP may also be called the Emergency Management Plan.

Evacuation – the process of moving patients accompanied by staff, records, supplies, and/or materials either from the Affected Health Care Organization due to an event that threatens life or the ability of the Affected

Health Care Organization to function safely as a health care delivery organization.

Event – any incident (internal to the health care organization or external in the community), mass casualty incident, or similar socially disruptive incident that results in the partial or full activation of a health care organization's EOP.

Health Care Coalitions (HCC) – a group of individual health care and response organizations working in a defined geographic location to prepared for and respond to disasters.

Health Care Services – the provision of medical treatment, care, advice, or other services, or supplies related to the health of individuals or human populations.

Incident Command System (ICS) – a method of operation that provides a structure to enable agencies with different legal, jurisdictional, and functional responsibilities to coordinate, plan, and respond to emergencies.

Local Emergency Operations Center – a combination of facilities, equipment, personnel, procedures and communications integrated into a common system with responsibility for coordination of assisting agency resources and support to emergency operations from the local, city or county level. Also referred to as a Multi-Agency Coordination Center (MACC).

National Incident Management System (NIMS) – the federal coordinating program overseen by the Department of Homeland Security (DHS) requiring health care organizations to formulate emergency plans including mechanisms to facilitate mutual aid in the event of inter-jurisdictional emergencies.

Operating Guidelines – the system for activating and implementing this MOU to include (i) a recommended method for making and responding to requests for sharing personnel, pharmaceuticals, supplies, equipment and/or the transfer of patients, and (ii) suggested technologies to facilitate coordination between parties during a response.

Participating Health Care Organization – a health care organization, or health care system, that has signed this MOU and agrees to provide mutual aid under the terms of this MOU.

Senior Health Care Organization Administrator – an individual, and at least one designee, that has authority to issue, receive, and respond to requests for resources pursuant to this MOU.

State Emergency Operations Center - the State EOC, or the Colorado Multi-Agency Coordination Center (MACC), is a combination of facilities, equipment, personnel, procedures and communications integrated into a common system with responsibility for coordination of assisting agency resources and support to emergency operations from the State level.

Workers' Compensation – the government administered system for providing benefits to individuals injured or killed in the course of employment, regardless of fault.

1.4 Health Care Organization Responsibilities

Each Participating Health Care Organization has the following responsibilities under this MOU:

1. Update its EOP at a minimum annually, or as prescribed by regulatory requirements, and include the terms of this MOU in the EOP. At a minimum, each health care organization's EOP will include:

a. Provisions for the care of patients during an event
b. Maintenance of equipment to be used in the response
c. Appropriate staff training
d. Implementation of an internal incident command system consistent with the principles of the National Incident Management System (NIMS) and/or Hospital Incident Command System (HICS)

2. Participation in local, regional, or state emergency planning and/or education initiatives.

3. During an event, health care organizations should work together to share resources and coordinate responses until such time as the event causes the Local EOC to become operational. The Local EOC will then serve as a center for collecting and disseminating current information about Participating Health Care Organization resources and needs including equipment, bed capacity, personnel, supplies, and other relevant matters. The Local EOC will also serve as a point of contact between Participating Health Care Organizations, state and local emergency management agencies, Health Care Coalition, and other governmental and non- governmental agencies, as necessary. Each Participating Health Care Organization will provide and update relevant information during drills or events to the Local EOC.

4. During an event, the following are considered redundant forms of communication, which are available to most Participating Health Care Organizations, and for which updated access numbers and addresses should be kept:
   a. Routine communications including phone, fax, email, mass notification systems and other virtual platforms
   b. CDPHE reporting system to report situational awareness of operational status, respond to bed availability requests, and to communicate with other Participating Health Care Organizations
   c. Health Alert Network for updates from Local Public Health
   d. Interoperable radio communications programmed to the necessary channels

5. When requested and able, provide mutual aid to Participating Healthcare Organizations as requested. **NO PARTICIPATING HEALTH CARE ORGANIZATION WILL BE REQUIRED TO PROVIDE ASSISTANCE UNLESS IT HAS SUFFICIENT RESOURCES TO DO SO.** No party to this MOU is liable to any other party for the costs associated with a response provided pursuant to this MOU, except as provided for in Article V of this MOU.

6. Comply with Emergency Medical Treatment and Active Labor Act (EMTALA) laws and regulations, related state laws and regulations, and patient confidentiality laws and regulations (including HIPAA privacy and security provisions), to the extent possible and applicable during an event (including patient evacuation). EMTALA allows for waiver requests to be submitted to the Secretary of Health and Human Services, which, if granted, may alleviate the need to comply with all requirements. Additionally, the Governor may issue Executive Order(s) that address and/or suspend certain EMTALA requirements.

7. Provide signed copies of this MOU to the Colorado Hospital Association (CHA), and CHA shall forward all fully executed MOUs toappropriate agencies.

ARTICLE II: Request for Personnel

2.1 Authority and Communication

1. Only a Senior Health Care Organization Administrator, or designee, has the authority to initiate or respond to the request for personnel pursuant to this MOU.

2. This request may be executed directly between two parties in the event that the Local EOC is not operational (Appendix A – MOU Activation Flowchart).

3. The activation of this MOU should be communicated to the local Emergency Manager or local EOC. The Affected Health Care Organization must create an event, with the CDPHE communication system, for their facility to notify other Participating Health Care Organizations of the event .

4. If the Local EOC is operational:
    a. This request may be made verbally to the Assisting Health C-care Organization or through the local EOC. Any verbal request must be followed by a written request within forty-eight (48) hours.
    b. The Local EOC may communicate verbal requests to other Participating Health Care Organizations and provide additional communication between Participating Health Care Organizations.
    c. In a state-declared emergency, resource requests will be coordinated through the State EOC.

2.2 Requesting Personnel

1. The Affected Health Care Organization will identify:
    a. The number of personnel requested.
    b. The specific skills or certifications required.
    c. An estimate of how quickly the request is needed.
    d. The location where the Assisting Personnel are to report.
    e. An estimate of how long the Assisting Personnel will be needed.
    f. Confirmed sleeping and nutritional accommodations for the Assisting Personnel for anticipated duration of deployment.

2. The Assisting Health Care Organization will:
    a. Provide to the Affected Health Care Organization a list of names, licensure category, and any specialty training of personnel who can respond.
    b. Send only personnel that are employed by, contracted with, or on the staff of the Assisting Health Care Organization.
    c. Limit personnel sent to those who are certified, licensed, privileged, and/or credentialed at the Assisting Health Care Organization.
    d. Ensure Assisting Personnel have current identification from the Assisting Health Care Organization.
    e. Provide for safe and efficient transportation of its personnel to the Affected Health Care Organization.

2.3 Documentation

1. Resource Requests can be made using the Resource Request Form (Appendix B provides a sample form)

2. The Assisting Personnel will be required to present their Assisting Health Care Organization ID badge upon arrival at the Affected Health Care Organization.

3. The Affected Health Care Organization will be responsible for:
    a. Establishing and following the procedures for the Assisting Personnel consistent with the healthcare organization EOP pertaining to Disaster Privileges.
    b. Confirming the Assisting Personnel's ID badge with the list provided by the Assisting Health Care Organization.
    c. Providing the appropriate additional identification (e.g. "visiting personnel" badge) to the Assisting Personnel if needed.

2.4 Supervision, Control, and Staff Support

1. The Affected Health Care Organization will:
    a. Identify where and to whom the Assisting Personnel will report.
    b. Provide professional staff to supervise Assisting Personnel.
    c. Provide a brief summary to Assisting Personnel of the situation, their assignments, and any necessary safety precautions or procedures.
    d. If appropriate, activate the "emergency staffing" rules to govern assigned shifts. Assisting Personnel will work shifts less than or equal to the Affected Health Care Organization's own personnel.
    e. Maintain records of the names of Assisting Personnel and their hours worked using the standard ICS format or its equivalent. Copies of completed forms will be provided to the Assisting Healthcare Organization weekly and at the event termination.
    f. Provide food and housing for Assisting Personnel during their term of deployment as required.
    g. Provide a "just in time" orientation/training for Assisting Personnel.

2.5 Liability, Salary and Term of Deployment

1. Liability
    a. To the extent permitted by law, Assisting Health Care Organization's liability program will generally cover the Assisting Personnel for claims arising from negligent acts or omissions occurring during the performance of the Assisting Personnel duties and within the scope of the Assisting Personnel's practice with Assisting Health Care Organization under this MOU, unless the act or omission was willful and wanton.
2. Salary
    a. The Affected Health Care Organization shall reimburse the Assisting Health Care Organization for the actual costs of the Assisting Personnel to include salary and benefits. Salary and benefits shall be paid at the same rate as documented thirty (30) days prior to the event.
    b. The Affected Healthcare Organization shall reimburse the Assisting Health Care Organization within ninety (90) days of the receipt of an invoice.

3. Term of Deployment
    a. The initial default request for personnel is for a period of forty-eight (48) hours.
    b. This term may be shortened or lengthened by either the Assisting Health Care Organization or

the Affected Health Care Organization during the initial requesting process (Article 2.2 Requesting Personnel).

c. The Assisting Healthcare Organization must provide at least twenty-four (24) hours advance notice of the intent to withdraw Assisting Personnel from the Affected Health Care Organization. If twenty-four (24) hours is not possible due to an event at the Assisting Health Care Organization, the Assisting Health Care Organization will provide as much notice as possible.

2.6 Demobilization

1. The Affected Health Care Organization will coordinate any necessary demobilization procedures and post-event stress debriefing.

2. The Affected Health Care Organization will provide for transportation of the Assisting Personnel back to the Assisting Health Care Organization.

ARTICLE III: Request for Equipment, Supplies, and Pharmaceuticals

3.1 Authority and Communication

1. Only a Senior Health Care Organization Administrator has the authority to initiate or respond to the request for personnel pursuant to this MOU.

2. This request may be executed directly between two parties in the event that the Local EOC is not operational (Appendix A – MOU Activation Flowchart).

3. The activation of this MOU should be communicated to the Local Emergency Manager or Local EOC. The Affected Health Care Organization must create an event, with the CDPHE communication system, for their facility to notify other Participating Health Care Organizations of the event.

4. If the local EOC is operational:
    a. This request may be made verbally to the Assisting Health Care Organization or through the Local EOC. Any verbal request must be followed by a written request to the Assisting Health Care Organization within forty- eight (48) hours.
    b. The Local EOC may communicate verbal requests to other Participating Health Care Organizations and provide additional communication between health care organizations.
    c. In a state-declared emergency, resource requests will be coordinated through the State EOC.

3.2 Requesting Equipment, Supplies, or Pharmaceuticals

1. The Affected Health Care Organization will identify:
    a. The type of equipment, supplies, and/or pharmaceuticals needed.
    b. The quantity of equipment, supplies, and/or pharmaceuticals needed.
    c. An estimate of how quickly the request is needed.
    d. The location where the equipment, supplies, and/or pharmaceuticals are to be delivered.
    e. An estimate of how long the equipment, supplies, and/or pharmaceuticals will be needed.

3.3 Documentation

1. Resource Requests can be made using the Resource Request Form (Appendix B provides a sample 213 RR form).

2. The Affected Health Care Organization will:
    a. Complete the Assisting Health Care Organization's standard order requisition forms as documentation of the receipt of the requested materials.
    b. Track the borrowed inventory.

3. The Assisting Health Care Organization will document:
    a. The equipment, supplies, and/or pharmaceuticals SENT TO the Affected Health Care Organization.
    b. The equipment, supplies, and/or pharmaceuticals RECEIVED BACK from the Affected Health Care Organization.
    c. The condition, type, size and model number of inventories lent to the Affected Health Care Organization.

4. Standard ICS forms, or the equivalent, should be used for documentation.

3.4 Delivery and Return of Borrowed Inventory

1. The Affected Health Care Organization will:
    a. Arrange for transportation of all borrowed inventory, if applicable.
    b. Pay for all reasonable transportation fees to and from the Assisting Health Care Organization.
    c. Return any non-disposable equipment in good condition or pay the Assisting Health Care Organization for the cost of repair or replacement.
    d. Return at no charge (except transportation) any unused supplies or pharmaceuticals provided they are unopened and in good and usable condition.

2. The Assisting Health Care Organization will:
    a. Notify the Affected Health Care Organization of the designated pick-up location for borrowed inventory.
    b. Have all requested and available inventory ready for pick-up at the designated time and location.

3.5 Liability

The Affected Health Care Organization is responsible for damage or loss when the borrowed inventory is in its custody (including transport by a third party while requested under this MOU).

ARTICLE IV: Request for Patient Evacuation

Patient evacuation of a Participating Health Care Organization may be necessitated by several events. Some of these events may be pre-planned (e.g., moving to a new facility) or may provide the Participating Health Care Organization with enough time to evacuate in a controlled manner. Other events may dictate an immediate evacuation. All Participating Health Care Organizations will make every attempt to comply with the requirements below, but in an event that causes an immediate danger to life and health, the requirements below may be impossible to achieve.

4.1 Authority and Communication

1. Only a Senior Health Care Organization Administrator has the authority to initiate or respond to the request for personnel pursuant to this MOU.

2. This request may be executed directly between two parties in the event that the Local EOC is not operational (Appendix A – MOU Activation Flowchart).

3. The activation of this MOU should be communicated to the local Emergency Manager, local EOC, or additional applicable coordinating entities. The Affected Health Care Organization must create an event, in the CDPHE communication system, for their facility to notify other Participating Health Care Organizations of the event.

4. If the Local EOC is operational:
    a. This request may be made verbally to the Assisting Health Care Organization or through the local EOC. Any verbal request must be followed by a written request within forty-eight (48) hours.
    b. The local EOC may communicate verbal requests to other Participating Health Care Organizations and provide additional communication between health care organizations.
    c. In a state-declared emergency, resource requests will be coordinated through the State EOC.

4.2 Request Patient Evacuation

1. When safety, time, and space allows, the Affected Health Care Organization will:
    a. Specify:
        i. The number of patients to be transferred.
        ii. The general nature of their illness or condition.
        iii. Any additional services required (in route or once placement is secured).
        iv. If known, the length of time the patient is to be placed at the Assisting Health Care Organization.
        v. If known, the name of the Assisting Health Care Organization most likely to provide equal care for the patient.
    b. Not select patients to be transferred based on their ability to pay for services or the requirements of the patient's third-party payer.

2. The Assisting Health Care Organization will:
    a. Accept patients based on its ability to care for the patients; not on their ability to pay for services or the requirements of the patient's insurer.

4.3 Transport and Tracking of Patients and Belongings

1. The Affected Health Care Organization will:
    a. Triage patients to be transferred.
    b. Incur the costs of transfer and transportation (not otherwise reimbursable by the patient or the patient's third-party payer).
    c. Coordinate the transport of patients with local EMS agencies and the local or state EOC as necessary.
    d. Provide, at a minimum, the patient's name, identification number, and any known medication allergies. This information may be written on triage tags,), its equivalent, or on the patient's arm. If records are not transferred with the patient, they should be transferred as soon as possible.
    e. Document the Assisting Health Care Organization to which each patient is sent. or its equivalent, can be used.
    f. If able, provide copies of the patient's medical records, registration information, and any additional information (e.g., test results, x-rays) necessary for patient care to the Assisting Health Care Organization.
    g. If able, include necessary medications and other specific needs (e.g., ventilator, blood products) with the patient.
    h. If able, all patient personal belongings will be transferred with the patient.

2. The Assisting Health Care Organization will:
    a. Document all patients transferred from the Affected Health Care Organization.
    b. Document all equipment, records, and patient belongings that arrive with the patient.
    c. Report the names of all patients that arrive to the Affected Health Care Organization and any regional coordinating agency if possible.

4.4 Patient Admission

1. The Assisting Health Care Organization will:
    a. Designate an admitting service and admitting physician for each patient.
    b. If requested, provide emergency or disaster privileges to the patient's original attending physician (as described in and subject to the Assisting Health Care Organization's credentialing process and in the medical staff's bylaws).

4.5 Liability

1. The Assisting Health Care Organization will:
    a. Negotiate reimbursement for patient care with the patient or the patient's third-party payer under the conditions for admissions without pre-certification or prior authorization requirements in the event of emergencies.

4.6 Notification

1. The Affected Health Care Organization will:
    a. Notify and obtain transfer authorization from the patient or patient's legal representative.
    b. Notify the patient's attending physician of the transfer and the location of the patient as soon as reasonably practical.

c. Notify the patient's family of the transfer and the location of the patient as soon as reasonably practical.

4.7 Demobilization

1. The Affected Health Care Organization will:
    a. Notify all Assisting Health Care Organizations of the intent to return patients.
    b. For all patients of the Affected Health Care Organization that consent, provide for the transportation of transferred patients from the Assisting Health Care Organization(s) back to the Affected Health Care Organization.
    c. Ensure all equipment, records, and patient belongings return with each patient.

ARTICLE V: Reimbursable Expenses and Reimbursement of Costs

5.1 Reimbursable Expenses

The terms and conditions governing reimbursement for any assistance provided pursuant to this MOU will be in accordance with the following provisions, unless otherwise agreed upon by the Affected Health Care Organization and Assisting Health Care Organization in writing:

1. Personnel – During the period of assistance, the Assisting Health Care Organization will continue to pay its employees according to its then prevailing rules and regulations and employment policies. The Affected Health Care Organization will reimburse the Assisting Health Care Organization for all direct payroll costs and expenses, including salary and benefits, incurred during the period of assistance.

2. Equipment – The Assisting Health Care Organization will be reimbursed actual costs by the Affected Health Care Organization for damage caused by the Affected Health Care Organization's use of the Assisting Health Care Organization's equipment during the period of assistance. To the extent it can, the Affected Health Care Organization will maintain all equipment provided to it by an Assisting Health Care Organization in safe and operational condition. If it cannot do so, the Affected Health Care Organization will advise the Assisting Health Care Organization of its inability to do so and the Assisting Health Care Organization can act to protect or service its equipment.

3. Supplies – The Assisting Health Care Organization will be reimbursed actual costs for all supplies furnished by it and used or damaged during the period of assistance, unless such damage is caused by gross negligence, bad faith or willful misconduct of the Assisting Health Care Organization or its personnel. In the alternative, the parties may agree that the Affected Health Care Organization will replace, with the kind and quality as determined by the Assisting Health Care Organization, the supplies used or damaged.

4. Recordkeeping – The Assisting Health Care Organization will maintain records and submit invoices for reimbursement to the Affected Health Care Organization in accordance with this MOU and its own existing policies and practices.

5. Waiver of Reimbursement – A Participating Health Care Organization may assume or donate, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment, supplies, or pharmaceuticals, and will waive in writing any rights to reimbursement for the costs of the resources or items donated. Both Affected Health Care Organizations and Assisting Health Care Organizations will work cooperatively to obtain governmental reimbursement during a declared event.

5.2 Reimbursement of Costs

1. An Affected Health Care Organization will reimburse actual costs to the Assisting Health Care Organization rendering aid under this MOU, including deployment-related costs. All such costs must be documented in order to be eligible for reimbursement. Under its sole discretion, an Assisting Health Care Organization may decide to donate assets of any kind to an Affected Health Care Organization.

2. Within thirty (30) days of termination of assistance, the Assisting Health Care Organization will provide a written notice to the Affected Health Care Organization of its intention to seek reimbursement or not. The written notification must include:
    a. A brief summary of the services provided

b. An estimated total amount to be requested
c. An official point of contact or financial representative

3. The Affected Health Care Organization will acknowledge receipt of each notification in writing within seven (7) days of actual receipt.

4. Within sixty (60) days of the termination of assistance, the Assisting Health Care Organization will prepare and submit a completed request for reimbursement to the Affected Health Care Organization for any of the categories of reimbursable expenses. This request will consist of:
    a. A cover letter summarizing the assistance provided and requesting reimbursement for expenses incurred. The financial representative responsible for the request should be identified as the point of contact for ongoing questions.
    b. A copy of the written request for assistance (if there is one).
    c. A single invoice listing resources provided with the total cost.
    d. Supporting documentation (e.g., copies of paid invoices, travel claims, etc.).

5. All reimbursement for expenses associated with Assisting Personnel employed by the Assisting Health Care Organization, equipment, supplies or pharmaceuticals provided to the Affected Health Care Organization pursuant to the MOU will be paid by the Affected Health Care Organization within ninety (90) days of its receipt of the request for reimbursement from the Assisting Health Care Organization, unless otherwise agreed upon by the Affected Health Care Organization and Assisting Health Care Organization in writing, and except as provided elsewhere in the MOU.

6. Should a dispute arise between Participating Health Care Organizations regarding reimbursement, the Participating Health Care Organizations will make every effort to resolve the dispute within thirty (30) days of the receipt of the written notice of the dispute by the Participating Health Care Organization stating non-compliance. In the event that the dispute is not resolved within ninety (90) days of the written notice, either Participating Health Care Organization may request the resolution of the dispute by arbitration. Any arbitration under this provision will be conducted under the commercial arbitration rules of the American Arbitration Association.

7. Unless otherwise agreed to between the Affected Health Care Organization and Assisting Health Care Organization in writing, the Assisting Health Care Organization will provide assistance at its cost and will not mark-up or otherwise increase its invoice to the Affected Health Care Organization for reimbursement. Cost also includes the benefit costs and payroll taxes for Assisting Personnel, if any.

5.3 Reimbursement under the Stafford Act

1. Affected Health Care Organizations that are private non-profit entities may be eligible for reimbursement for some of their expenses by the Federal Emergency Management Agency (FEMA) under the Stafford Act for their work associated with providing emergency medical services in an event. Each Affected Health Care Organization agrees to keep records required to support its own request for reimbursement under the Stafford Act and when appropriate, to substantiate and support the request for reimbursement of any other Participating Health Care Organization using ICS documents and other appropriate documentation.

2. All Participating Health Care Organizations, to the extent applicable, agree that they will follow the FEMA procedures that are in effect at the time of an event that gives rise to reimbursement under the

Stafford Act or its successor. At the time of execution of this MOU, an Affected Health Care Organization that has paid the Assisting Health Care Organization for the services of personnel or for the use of equipment, supplies, and pharmaceuticals is the health care organization that is entitled to apply for reimbursement. Procedures for reimbursement are either managed by the emergency management agency of the state in which an Affected Health Care Organization is located or directly with the Federal Emergency Management Agency (FEMA), depending on the programs established by FEMA during the incident.

ARTICLE VI: Miscellaneous Provisions

6.1 Limitations of MOU

1. A Participating Health Care Organization's obligation to provide assistance in the preparation for, response to, and recovery from an event is subject to the following conditions:
    a. The Affected Health Care Organization should be involved in an internal or external emergency as declared by the Affected Health Care Organization's Incident Commander, or the local, state, or federal government.
    b. An Assisting Health Care Organization may withhold resources to the extent necessary to provide reasonable protections and services for/or within its own facility.
    c. During the term of the assistance, the Assisting Personnel will continue to be subject to the human resources policies and procedures of the Assisting Health Care Organization. However, Assisting Personnel will be under the supervision and control of the appropriate staff of the Affected Health Care Organization and will follow the medical protocols and standard operating procedures of the Affected Health Care Organization.
    d. Equipment, supplies, and pharmaceuticals of an Assisting Health Care Organization will be considered "loaned equipment" for the purpose of this MOU, and the Affected Health Care Organization will ensure the safe and medically prudent operations of said equipment by appropriately licensed, trained, and professional personnel. The Affected Health Care Organization will clean and disinfect or otherwise remove any potentially infectious materials on the loaned equipment before returning it to the Assisting Health Care Organization.

6.2 Term, Termination, and Automatic Renewal

1. The term of this MOU is three (3) years commencing on January 1, 2024.

2. Any Participating Health Care Organization may terminate its participation in this MOU at any time by providing written notice to the Colorado Department of Public Health and Environment (CDPHE) and appropriate local and state response partners thirty (30) days prior to the effective date of termination. The MOU for the rest of the Participating Health Care Organizations will continue to be in effect despite this termination. The obligation of any Participating Health Care Organization to reimburse any other Participating Health Care Organization that was incurred under this MOU, if not satisfied, shall survive the termination of this MOU.

3. Thereafter, for all Participating Health Care Organizations, this MOU will automatically renew for consecutive one (1) year terms until amended or terminated.

4. Any previous versions of this MOU entered into by the parties is hereby declared void and of no effect.

6.3 Amendment and Review

1. This MOU will be reviewed every three (3) years or upon written request by a Participating Health Care Organization and may be amended by the written consent of a Senior Health Care Organization Administrator for each Participating Health Care Organization. Failure to agree to an amendment will result in a Participating Health Care Organization opting out of this MOU.

6.4 Severability

1. If any of the provisions of this MOU are ruled to be illegal or unenforceable by a court of competent jurisdiction, those provisions shall be severed from this MOU and all remaining provisions of this MOU shall remain in full force and effect.

6.5 Confidentiality

1. Each Participating Health Care Organization shall maintain the confidentiality of all patient health information and medical records in accordance with applicable state and federal laws, including but not limited to, the HIPAA privacy regulations, unless such applicable laws and regulations are modified or waived by competent authority during the event in which case each Participating Health Care Organization shall conform to the applicable laws and regulations as modified or waived.

6.6 Media Relations and Release of Information

1. In the event of a local or regional emergency, each Participating Health Care Organization agrees to participate, if requested and if resources are available, in a Joint Information Center (JIC) under the Local EOC that would be the primary source of information for the media related to a medical emergency affecting more than one Participating Health Care Organization. During a multi-regional or statewide emergency, state-level agencies will coordinate establishment of the JIC which will speak on behalf of the affected Participating Health Care Organizations to assure consistent, timely flow of information to the public.

6.7 Liability Insurance & Worker's Compensation

1. Each Participating Health Care Organization will maintain, at its own expense, professional, worker's compensation, and general liability insurance coverage for itself and its respective employees. Personnel of a Participating Health Care Organization responding to or rendering assistance for a request who sustain injuries or death in the course of, and arising out of, their employment, are entitled to all applicable benefits normally available to personnel while performing their duties for their employer. All responding personnel shall remain covered under the Assisting Health Care Organization's insurance policy(s).

6.8 Defense

1. The Affected Health Care Organization and Assisting Health Care Organization will reasonably collaborate on the defense of liability claims arising from or asserting the negligent acts and omissions of Assisting Personnel who are employed or otherwise covered by the Assisting Health Care Organization. Assisting Personnel who are licensed independent practitioners and who are not employees of a Participating Health Care Organization will procure their own professional and general liability coverage, and the Affected Health Care Organization shall not assume any liability or defense obligation for such independent Assisting Personnel arising out of participation in this MOU.
2. Notwithstanding anything herein to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the "Colorado Governmental Immunity Act", C.R.S. §24-10-101, et seq., as now or hereinafter amended.

ARTICLE VII: Signatures

By signing this MOU, the health care organization named below is stating its intent to participate in the State of Colorado Health Care Organization Memorandum of Understanding with all other signatory health care organizations and will abide by the terms of the MOU and incorporate the terms of the MOU into the health care organization's Emergency Operations Plan, effective January 1, 2024.

Health Care Organization Information

Health Care Organization Name:

_____

Health Care Organization Address:

_____

_____

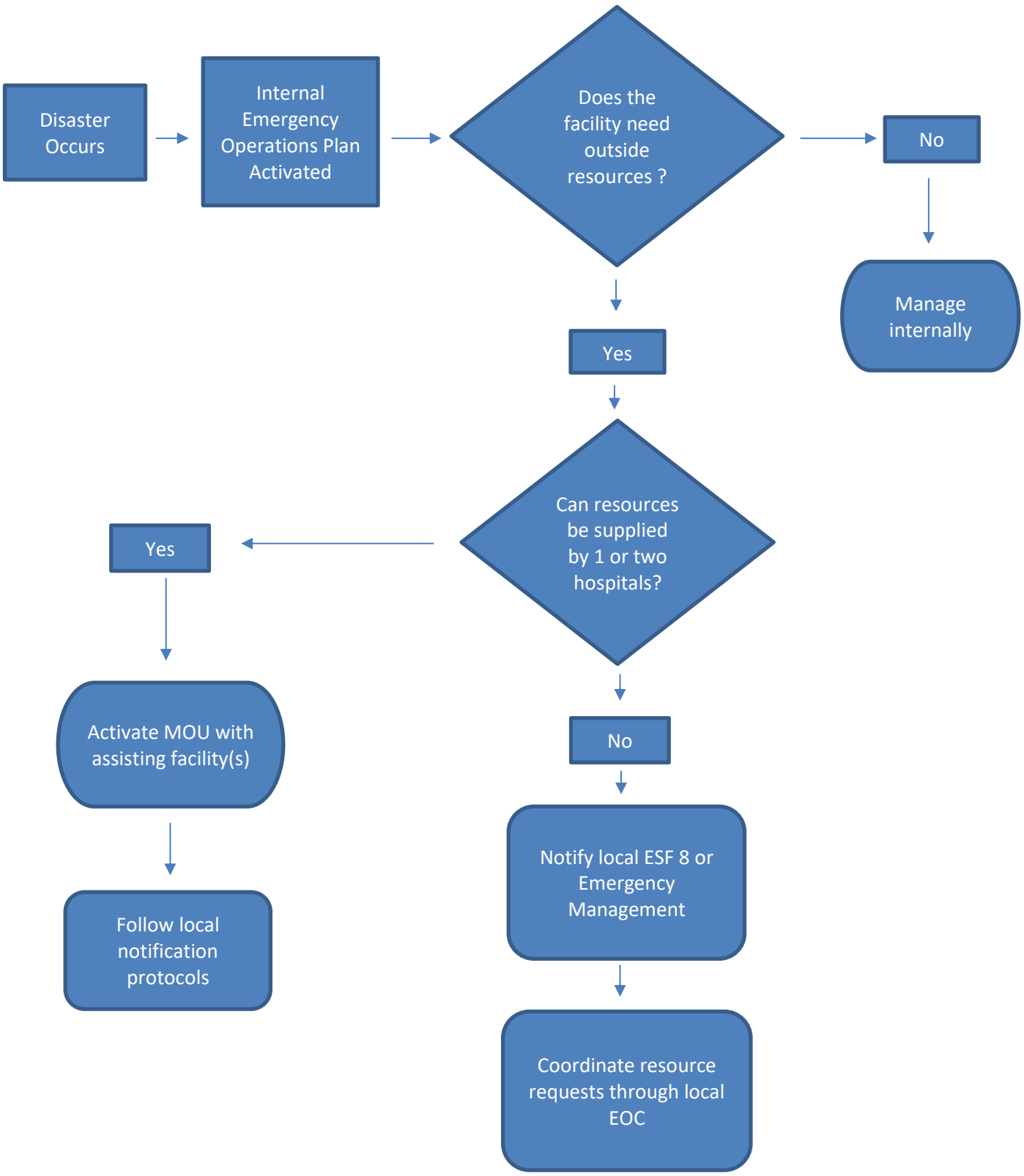
Health Care Organization Authority: _____

Title: _____

Date: _____

Signature: _____

Appendix A: Colorado Statewide Health Care Organization MOU Activation Flowchart



Appendix B: Resource Request Form (213 RR)

1. Incident Name:	**2. Date/Time**	**3. Resource Request Number:**

Requestor

4. Order (Use additional forms when requesting different resource sources of supply.)**:**

Qty.	Kind	Type	Detailed Item Description: (Vital characteristics, brand, specs, experience, size, etc.)	Cost	**5. Resource Status**				
					Received by	Date/Time	Assigned to	Released to	Date/Time

6. Requested Delivery/Reporting Location:

7. Suitable Substitutes and/or Suggested Sources:

8. Requested by Name/Position:	**9. Priority:** ☐ Urgent ☐ Routine ☐ Low	**10. Section Chief Approval:**

Logistics

11. Logistics Order Number:	**12. Supplier Phone/Fax/Email:**
13. Name of Supplier/POC:	

14. Notes:

15. Approval Signature of Auth Logistics Rep:	**16. Date/Time:**

17. Order placed by:

Finance

18. Reply/Comments from Finance:

19. Finance Section Signature:	**20. Date/Time:**

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